## Before the FEDERAL COMMUNICATIONS COMMISSION Washington, DC 20554

In the Matter of:	)	
Petition of American Hotel &	)	RM-11737
Lodging Association, et al.	)	
For a Declaratory Ruling to Interpret	ý)	
47 USC § 333, or, in the Alternative,	)	
for Rulemaking	)	

To: The Commission

Filed electronically through ECFS

## COMMENTS OF BROWN UNIVERSITY

- 1. Brown University ("Brown") hereby submits these Comments with respect to the above-captioned Petition ("Petition") filed by the American Hotel & Lodging Association, Marriott International, Inc. ("Marriott"), and Ryman Hospitality Properties on August 25, 2014. Brown is commenting because it is mentioned by name in Appendix 1 to the Petition, but it believes that its activities on its campus are different from those cited in the Petition and establish no precedent to support the relief the Petition seeks.
- 2. It is likely that the circumstances that led to the Petition included concern about future consequences of the recent Consent Decree signed by Marriott for disrupting the operation of private "hotspot" Wi-Fi networks on a Marriott hotel property by transmitting disabling commands.<sup>2</sup> Brown does not prohibit the operation of private hotspots on its

<sup>&</sup>lt;sup>1</sup> Comments were invited by the Commission's Public Notice of November 19, 2014, Report No. 3012, released November 19, 2014.

<sup>&</sup>lt;sup>2</sup> See Marriott International, Inc., 29 FCC Rcd. 11760 (EB 2014).

campus; nor does it disrupt the operation of private hotspots, either by transmitting interfering (jamming) signals, by transmitting commands which disable independent networks, or by restricting where and when private hotspots may operate. To the extent that the remarks about Brown in Appendix 1 of the Petition might be taken to suggest otherwise, such an inference would be inaccurate.

- 3. Brown operates multiple Wi-Fi networks on campus, including both networks with access restricted to authorized users (faculty, students, and employees) and an open network for guests. Brown does have policies, and it engages in practices, intended to prevent excessive usage or any abuse or sabotage of its networks. To that end, it may restrict access to *Brown's network* by persons who violate its policies. For example, if an abuser attaches to one of Brown's networks, Brown may block or restrict the network access port being used. In contrast, if a student, faculty member, or guest sets up his or her own Wi-Fi router or hotspot that connects to the Internet without interacting with Brown's network facilities (e.g., through a commercial cellular/PCS telephone/data carrier), Brown does not restrict the operation of that router or hotspot.
- 4. Even where Brown restricts abuse of its own networks, it does so by blocking access ports on the network, not by transmitting a signal that disables the abusive device. Of course, it is also possible for an abuser to impair access to and use of Brown's networks without attaching to one of those networks, for, example, by simply overloading Wi-Fi radio bands with traffic from a large number of devices. A private commercial enterprise could also try to start a Wi-Fi business on Brown's private property. If those events occurred, Brown would intervene, most likely by sending someone to visit the offender in person to enforce Brown's right to control conduct on its real property; but it would not electronically

remotely disable an offending device that did not attempt to interconnect to one of Brown's

networks.

5. Furthermore, Brown does not operate its networks as a revenue source, so the

possibility raised in the Petition that Wi-Fi fees might have to be refunded to dissatisfied

customers is not relevant to Brown's campus networks.

6. Brown takes no position on the merits of the Petition in the environment of

lodging, convention, or exhibition facilities. However, Brown's networks are different, and

Brown's electronic network management practices are imposed only on its own private

networks. Brown's practices thus should not be looked at as an example that is relevant to the

needs of the parties to the Petition; nor equally importantly, should Brown's management of

its own network and control of abusive conduct on its property be impacted by the

Commission's ultimate ruling on the Petition.

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Respectfully submitted.

Counsel for Brown University

## **CERTIFICATE OF SERVICE**

I, Evelyn M. Ojea, do hereby certify that I have, this 18<sup>th</sup> day of December, 2014, caused a copy of the foregoing "Comments of Brown University" to be sent by first class United States mail, postage prepaid, to the following:

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